

Exhibit D



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August 7, 2024

VIA E-MAIL ONLY

Valued Customer:

Re: Silo Tech.'s Improper Demands for Payment from Melon Corp.'s Customers

Dear Customer:

I write on behalf of my client and your trading partner, Melon Corp., with regard to a dispute with Silo Technologies, Inc. (“Silo”). We have recently learned that attorneys for Silo wrongfully contacted our customers demanding Melon Corp. invoices be paid to Silo. Melon Corp. vehemently disputes Silo’s claims¹ and has filed suit against Silo in the U.S. Court for the Northern District of California, case number 5:24-cv-04781, alleging Silo breached its contract, breached its fiduciary duties of loyalty and trust by seizing PACA Trust Assets for its own benefit and ahead of Melon Corp.’s PACA trust beneficiaries, and violated the Perishable Agricultural Commodities Act, 7 USC § 499a – 499t (“PACA”), among other claims. As set forth in Melon Corp.’s lawsuit, Silo’s demands are improper, unlawful, and should be disregarded. Be assured, you should continue to pay Melon Corp.’s invoices to Melon Corp. in the regular course of business.

1. Melon Corp. is an Unpaid Supplier of Produce and a PACA Trust Beneficiary

Melon Corp. is the holder of PACA License No. 20220765 and utilizes the invoice method (7 U.S.C. § 499e(c)(4)) to preserve its PACA trust rights in and to every load of Produce² it sells or otherwise transfers to its customers.

In turn, PACA requires Melon Corp.’s Produce customers to hold Melon Corp.’s Produce, and all related receivables and the proceeds from the sale of said Produce in trust for the benefit of Melon Corp. This trust obligation arises upon receipt of the Produce and continues until full payment for said Produce is made to Melon Corp. (7 U.S.C. § 499e(c)(2)). Stated differently, with respect to any funds due to Melon Corp. for its sale of Produce to a customer on credit, PACA requires Melon Corp.’s customer to hold those funds in trust for the benefit of Melon Corp. As a PACA Trustee, it is unlawful for you to divert PACA trust assets to non-trust beneficiaries, such as Silo, and payment to Silo will not discharge any obligation you have to Melon Corp. under PACA’s trust and unfair conduct provisions.

Importantly, the Produce you purchased and received from Melon Corp. likewise includes Produce that Melon Corp. itself purchased from other PACA trust beneficiaries. Therefore, Melon

¹ Melon Corp. hereby asserts Bona Fide Claims pursuant to, inter alia, Restatement (Second) of Torts § 773.

² “Produce” means any perishable agricultural commodity as defined in PACA. 7 CFR § 46.2(t).



Corp. is also a PACA Trustee for its Produce suppliers and, like you, it is obligated, as a fiduciary, to make full and prompt payment to its produce sellers or producers.”³


2. Silo’s Allegations are False, and You Should Not Remit Any Funds to Silo.

Silo improperly alleges that your failure to pay Silo may violate the UCC and interfere with Silo’s contracts. These allegations are false for several reasons and illustrate Silo’s continued efforts to interfere with Melon Corp.’s receipt of PACA Trust Assets and payment of said PACA Trust Assets to Melon Corp.’s trust beneficiaries as the proper owners of said assets.

3. Melon Corp. Looks Forward to a Long and Productive Relationship With You.


We understand that receiving overly aggressive lawyer letters from a FinTech start-up is not what any customer of Melon Corp. wants or expects, and we regret Silo’s inappropriate, wrongful demands. Melon Corp. firmly believes, however, that the positions described in its complaint against Silo are true and meritorious, and Melon Corp. encourages you to look up the complaint for yourself. Melon Corp. values its relationship with you and will continue to provide high quality produce and excellent service. Please feel free to reach out to us with any questions.

Sincerely,

DocuSigned by:

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Jason R. Klinowski, Esq.
Counsel for Melon Corp.
8/7/2024 | 4:40:12 PM CDT

Reviewed and Approved by:

MELON CORP.

DocuSigned by:

6B1F4BB3FAB1445...
Gurdeep S. Billan, Executive Director
8/7/2024 | 2:44:49 PM PDT

³ *In re San Joaquin Food Serv., Inc.*, 958 F.2d 938, 939 (9th Cir. 1992).